

C A M B R I A

August 22, 2005

Mr. Richard S. Cochran  
C&C Property Management Trust  
P.O. Box 20327  
Oakland, California 94620-0327

Alameda County  
AUG 24 2005  
Environmental Health

Re: **Access Agreement**  
Property Located at 2338 East 12<sup>th</sup> Street  
Oakland, California



Dear Mr. Cochran:

On behalf of Aaron and Stanley Wong, Cambria Environmental Technology, Inc. (Cambria) has incorporated the modifications to our access agreement as you requested. It is our understanding that upon making the modifications suggested in your letter dated July 27, 2005 you would agree to grant access to build a well on the property referenced above.

Two copies of our standard access agreement are included in Attachment A. Please review, sign, and return both copies to Cambria. We will return one copy which has been executed by Aaron and Stanley Wong to you. Cambria and Aaron and Stanley Wong sincerely appreciate your consideration of this agreement.

If you should have any questions or comments, please call me at (510) 420-3314.

Sincerely,  
**Cambria Environmental Technology, Inc.**

Matthew A. Meyers  
Project Geologist

Figure: Proposed Remediation Well Location Map

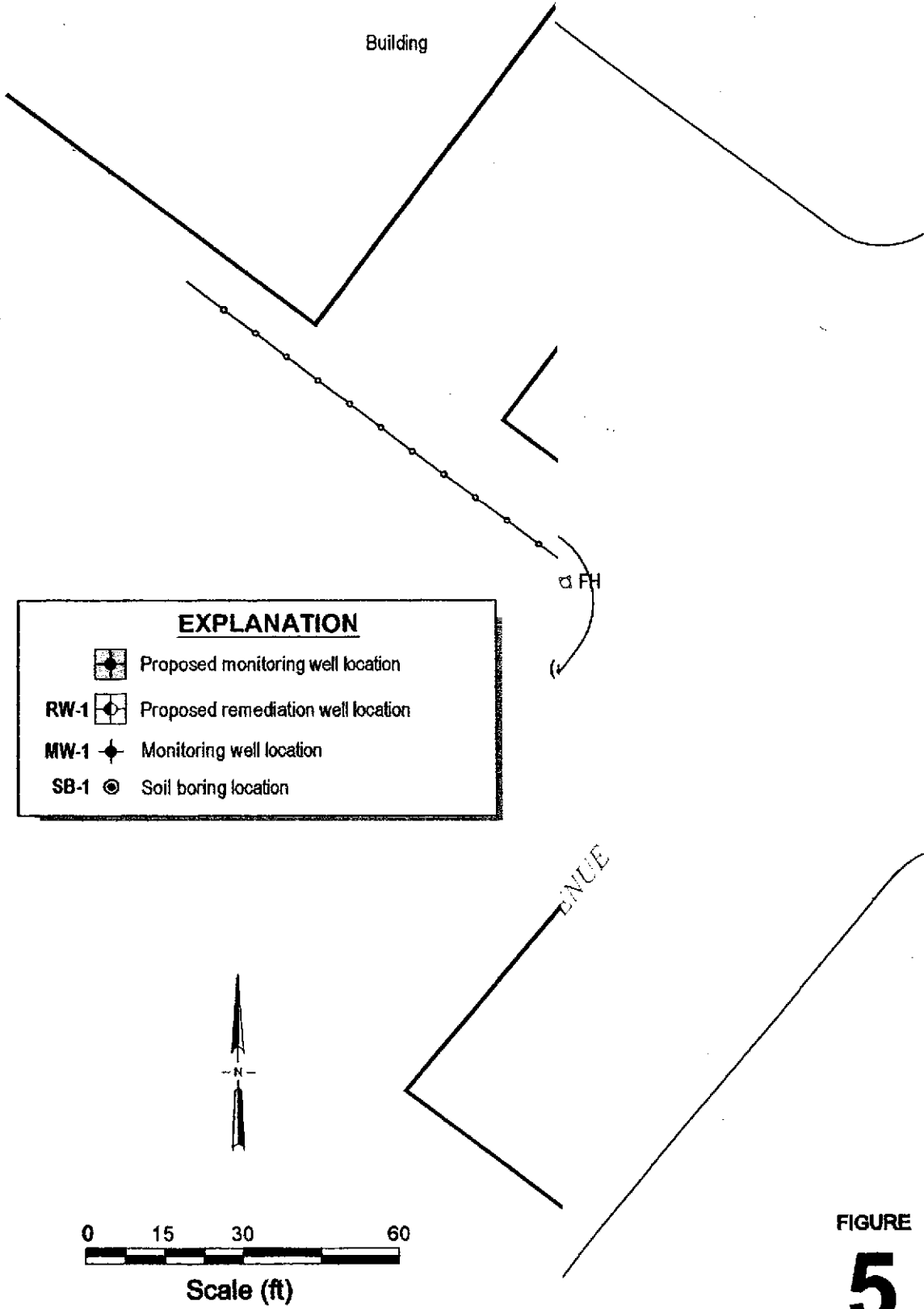
Attachment: A – Access Agreement (2 copies)

**Cambria  
Environmental  
Technology, Inc.**

cc: Mr. Jerry Wickham, Alameda County Health Care Services Agency, 1131 Harbor Bay Parkway, Suite 250,  
Alameda, California 94502-6577  
Mr. Stanley Wong, 2200 E. 12<sup>th</sup> Street, Oakland, California, 94606

5900 Hollis Street  
Suite A  
Emeryville, CA 94608  
Tel (510) 420-0700  
Fax (510) 420-9170

H:\SB-204\STANLEY WONG CREDIT WORLD\FIGURES\PROP-WELL 11.DWG



Proposed Remediation Well Location Map



C A M B R I A

FIGURE 5

Credit World Auto Sales

2345 International Boulevard

Oakland, California

**ATTACHMENT A**  
**Access Agreement**

## **SITE ACCESS AGREEMENT**

This Site Access Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2005, by and between **Aaron Wong and Stanley Wong** (hereinafter "Wongs") and **C&C Property Management Trust** (hereinafter "Owner").

**WHEREAS**, Owner holds record title to a certain real property at 2338 East 12<sup>th</sup> Street, Oakland situated in Alameda County, State of California, hereinafter (the "Property"); and

**WHEREAS**, a former lessee to Wongs, operated a fueling facility at 2345 International Boulevard, Oakland, California adjacent to the Property (the "Site"); and

**WHEREAS**, Wongs are investigating the potential for petroleum hydrocarbon-affected groundwater on and in the vicinity of the Site including potential extent onto the Property; and

**WHEREAS**, the Alameda County Health Care Services Agency (hereinafter "Agency") has requested that the Wongs continue its investigation activities which will include the installation of one groundwater monitoring well and associated activities on the Property; and

**WHEREAS**, the Agency has requested the Wongs perform additional evaluation of the residual petroleum hydrocarbon contamination at and in the vicinity of the Property; the additional evaluation may include the installation of additional groundwater monitoring or remediation wells.

**NOW THEREFORE**, in consideration of the material promises contained herein, the parties agree as follows:

1. As part of its assessment of environmental conditions present on the Property, Wongs desire access to the Property to perform assessment activities to define the extent, if any, of petroleum hydrocarbon contamination present on the Property. Owner grants the Wongs reasonable access to the Property for the purpose of performing an environmental site assessment of surface and sub-surface conditions. Said assessment will include installation, subsequent periodic sampling, and eventual abandonment of one groundwater monitoring well designated shown on attached Figure 5. Final location may be moved within a 20-ft radius depending on potential subsurface obstructions. In the event additional borings or wells are required by the Agency, Wongs shall first secure Owner's approval of the location of said wells, which approval shall not be unreasonably withheld.
2. Wongs shall give Owner such reasonable advance notice of its intention to perform its assessment activities as will permit Owner to have its

representative and/or consultant present during the performance of such. Notice shall not be less than forty-eight (48) hours in advance of field activities and may be made via telephone. Owner shall be entitled to take split samples at its sole cost and expense if it so desires.

3. Wongs agrees to provide Owner with copies of all data, analyses, and final reports which are prepared relating to the investigation performed on the Property, if requested in writing by Owner.
4. Wongs agrees to indemnify, defend, and hold Owner harmless from any third party liabilities, claims, damage, losses, or suits resulting from the performance of its assessment activities on the Property pursuant to this Agreement.
5. In lieu of insurance coverage, Wongs shall require that its contractors and consultants, who may perform the investigation activities on the Property pursuant to this Agreement, maintain general liability insurance in the amount of \$1,000,000 general aggregate coverage per occurrence with an insurance provider rated at least "A" (Excellent) by A.M. Best Company. The contractor or consultant will provide the Owner with evidence of insurance naming them as additional insured prior to accessing the Property.
6. Wongs shall discharge at once or bond or otherwise secure against all liens and attachments which are filed in connection with the assessment performed on the Property pursuant to this Agreement, and shall indemnify and save Owner harmless from and against any and all loss, damage, injury, liability and claims thereof resulting directly or indirectly from such liens and attachments.
7. Wongs' right of access to the Property to perform the assessment activities continue for such period of time as Wongs are required by any government agency with jurisdiction to continue to sample said wells, and shall terminate with Wongs are permitted by said agency to remove the monitor wells. Wongs shall as soon as reasonably practicable restore the surface of the Property to a condition which is as reasonably close as possible to the condition which existed immediately prior to Wongs' entry thereon, including, but not limited to the repair of any damage to landscaping, irrigation, electrical or other areas of the Property.
8. Subsequent Transfers: Wongs agrees to incorporate the terms of this Site Access Agreement in any deed or other legal instrument by which Wongs divests itself of any interest in all or any portion of the Wong Property, including, without limitation, a leasehold interest. Wongs further agrees to give written notice to Owner of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Owner shall have the right to prevent subsequent transfers in which prospective subsequent transferees are

not given notice of the covenants, terms, conditions and restrictions of this Site Access Agreement.

9. The Wongs and Owner shall be responsible for ensuring that their respective contact information for notice of field access or other notifications described herein are current. Contact information is as follows:

**The Wongs:**

Contact: Aaron and Stanley Wong  
Mailing Address: 2200 E. 12<sup>th</sup> Street  
Oakland, California 94606  
Telephone: (510) 535-1672

**Owner:**

Contact: Richard S. Cochran  
Mailing Address: C&C Property Management Trust  
P.O. Box 20327  
Oakland, California 94620-0327  
Telephone: (510) 653-9928

Best Time To Call: \_\_\_\_\_

**Tenant:**

Contact: \_\_\_\_\_  
Mailing Address: 2338 East 12<sup>th</sup> Street  
Oakland, California 94606  
Telephone: \_\_\_\_\_

Best Time To Call: \_\_\_\_\_

10. Nothing contained in this Agreement shall be construed in any manner or fashion to be an admission by the Wongs of any responsibility or liability for contamination of any type or description that may be present on the Property.

Dated: \_\_\_\_\_, 2005                      **Aaron and Stanley Wong**

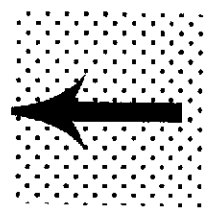
By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2005                      **C&C Property Management Trust**

By: \_\_\_\_\_

Title: \_\_\_\_\_



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Contact: Richard S. Cochran  
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P.O. Box 20327  
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Telephone: (510) 653-9928

Best Time To Call: \_\_\_\_\_

**Tenant:**

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Mailing Address: 2338 East 12<sup>th</sup> Street  
Oakland, California 94606

Telephone: \_\_\_\_\_

Best Time To Call: \_\_\_\_\_

10. Nothing contained in this Agreement shall be construed in any manner or fashion to be an admission by the Wongs of any responsibility or liability for contamination of any type or description that may be present on the Property.

Dated: \_\_\_\_\_, 2005                      **Aaron and Stanley Wong**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2005                      **C&C Property Management Trust**

By: \_\_\_\_\_

Title: \_\_\_\_\_

